a given point the liability should be consistently regarded as either contractual or statutory. On the point involved in the present case the decisions of the United States Supreme Court are in some confusion. *Carrol* v. *Green*, 92 U. S. 509; *Platt* v. *Wilmot*, 193 U. S. 602, 24 Sup. Ct. 542. The courts in general are divided. *Hancock National Bank* v. *Farnum*, 20 R. I. 466; *Cork & Bandon Ry. Co.* v. *Goode*, 13 C. B. 826; *Hawkins* v. *Furnace Co.*, 40 Oh. St. 507. The result reached in the principal case seems satisfactory and in accord with the principle that the extraordinary liability should not be imposed beyond the clear provisions of the statute. See *Gray* v. *Coffin*, 9 Cush. (Mass.) 192. It is supported by the weight of authority. It seems to be settled, however, that the double liability imposed by the National Banking Act is statutory. *McClaine* v. *Rankin*, 197 U. S. 154, 25 Sup. Ct. 410. See 18 HARV. L. REV. 620.

COVENANTS OF TITLE — COVENANT AGAINST ENCUMBRANCES AND COVENANT OF WARRANTY — WHETHER BROKEN BY TRESPASS. — A. sold growing timber to B. He then sold the land, on which the timber was growing, to C., and gave a full warranty deed. C. recorded his deed and thus deprived B. of any right in the trees. Nevertheless B. entered and cut them. C. sued A. for breach of warranty. *Held*, that C. can recover. *Thomas* v. *West*, 116 Pac. 1074 (Wash.).

The court placed its decision on the ground that the covenant against encumbrances was broken as soon as made, and that the covenant for quiet enjoyment was broken by a trespass, induced by the grantor. Clearly there is no merit in the first reason, for there was no encumbrance, *i. e.*, no "charge upon the land which would compel the grantee to pay money to relieve it." See *Redmon* v. *Phœnix Fire Ins. Co.*, 51 Wis. 292, 300, 8 N. W. 226, 229. *Cf. Marple* v. *Scott*, 41 Ill. 50, 61; *Wilkins* v. *Irvine*, 33 Oh. St. 138. The second point turns on the question whether the grantor can be said to have induced the first grantee to commit the trespass. For it is settled that a trespass by a third person is not a breach of the covenant for quiet enjoyment. *Hayes* v. *Bickerstaff*, Vaugh. 118. And, on the other hand, a trespass by the grantor or his agents is such a breach. *Seaman & Browning's Case*, 1 Leon. 157. Neither on principles of agency nor on the weight of authority should the grantor be held responsible for such acts of trespass as in the principal case. *Lamb* v. *Willis*, 125 N. Y. App. Div. 183, 109 N. Y. Supp. 75. To hold otherwise is to confuse a *causa sine qua non* with a legal cause.

CRIMINAL LAW — TRIAL — WAIVER OF USUAL PROCEDURE. — After all the evidence was in, one of the jurors was changed, and all the jurors were then sworn. The only evidence presented to these jurors was the reading of the testimony which had been taken before the original jurors. The accused consented to these proceedings. *Held*, that the conviction is illegal. *People* v. *Toledo*, 72 N. Y. Misc. 635, 130 N. Y. Supp. 440. See NOTES, p. 179.

DECEIT — GENERAL REQUISITES AND DEFENSES — LOSS OF DISPUTED CLAIM AS DAMAGE. — The plaintiff was induced by the misrepresentations of the defendant's agent to compromise for a small sum her claim against the defendant. The charge of the trial court required the plaintiff to prove only facts sufficient to warrant a reasonable belief in herself and the defendant that the claim was just. *Held*, that the charge should have required the plaintiff to prove that her claim was valid. *Urtz* v. *New York Central & H. R. R. Co.*, 95 N. E. 711 (N. Y.).

The damages in deceit should at least equal the loss incurred by the plaintiff. *Krumm* v. *Beach*, 96 N. Y. 398; *Smith* v. *Bolles*, 132 U. S. 125, 10 Sup. Ct. 39. The loss of a disputed claim has been recognized by the New York court as legal damage. *Gould* v. *Cayuga County National Bank*, 99 N. Y. 333, 2 N. E. 16. In estimating its value it would seem impracticable and contrary to